There is a duty owed prospective as well as actual shippers to furnish correct information. This was probably true at common law. *Cf.* 1 WYMAN, PUBLIC SERVICE CORPORATIONS, §§ 367, 385. It is certainly true under the Interstate Commerce Act, §§ 6, 8, 9. If, however, the negligence results in the quotation of a rate lower than that published, it is impossible to save to the shipper his usual remedy, since it would enable him to get service at a discriminatory rate, thus militating against the integrity of the act. *Texas & P. Ry. Co.* v. *Mugg*, 202 U. S. 242, 26 Sup. Ct. 628; *Illinois Central R. Co.* v. *Henderson Elevator Co.*, 226 U. S. 441, 33 Sup. Ct. 176; *Poor Grain Co.* v. *Chicago, etc. Ry. Co.*, 12 I. C. C. Rep. 418, 421. See 22 HARV. L. REV. 58; 27 HARV. L. REV. 83. However, no such countervailing considerations affect the case where too high a rate is quoted. To grant the remedy does not result in discrimination. On the contrary, if no liability were incurred a higher rate would be continually quoted to unfavored shippers who practically must rely on the carriers' statement. Therefore it is submitted that the shipper should be allowed to recover for damage suffered by the carrier's negligence, even though he cannot show a substantial tender of the goods. Where there has been no tender, a question might arise as to the jurisdiction of the state court, particularly if it be held that the remedy of a prospective shipper did not exist at common law but arises by virtue of the Interstate Commerce Act. That there is such jurisdiction see *Robb* v. *Connolly*, 111 U. S. 624, 637, 4 Sup. Ct. 544; *Galveston, etc. R. Co.* v. *Wallace*, 223 U. S. 481, 32 Sup. Ct. 205. *Contra, Van Patten* v. *Chicago, etc. R. Co.*, 74 Fed. 981. See 25 HARV. L. REV. 292.

CARRIERS — PASSENGERS — STANDARD OF CARE IN SALE OF TICKETS. — The plaintiff, an illiterate, showed the defendant's ticket agent a slip of paper, and asked for a ticket to the place named thereon. The agent gave him a ticket to a different place. *Held*, that the defendant in selling tickets is bound to use only ordinary care. *Texas & N. O. R. Co.* v. *Wiggins*, 156 S. W. 1131 (Tex. Ct. Civ. App.).

The highest degree of care is exacted of a common carrier of passengers as regards the construction and maintenance of his carrying equipment. *New Jersey R. Co.* v. *Kennard*, 21 Pa. St. 203. And the same standard of care is required in operating. *Indianapolis & St. L. R. Co.* v. *Horst*, 93 U. S. 291. This extraordinary care and diligence must also be used by the carrier in protecting passengers from injury by their fellow passengers. *Flint* v. *Norwich & N. Y. Trans. Co.*, 34 Conn. 554. This is equally true as to the provision of safe means for alighting from the train on arrival at stations. See *Mo. Pac. R. Co.* v. *Wortham*, 73 Tex. 25, 10 S. W. 741. Before and after the actual carriage, the carrier should be held up to the duty of the highest degree of care to its passengers, with reference to the condition of its premises. *Gulf, C. & S. F. Ry. Co.* v. *Butcher*, 83 Tex. 309, 18 S. W. 583. *Contra, Moreland* v. *Boston & Prov. R. Corp.*, 141 Mass. 31; *Kelley* v. *Manhattan Ry. Co.*, 112 N. Y. 443. It has been laid down that the above test applies only to measures for the passenger's safety. But it has been applied as to the protection of his feelings as well. *Goddard* v. *Grand Trunk R.*, 57 Me. 202. Also in the transmission of telegrams, where obviously safety is not a consideration, the public service corporation has been subjected to this extreme liability. *Jones* v. *Western Union Tel. Co.*, 101 Tenn. 442, 47 S. W. 699. See *Fowler* v. *Western Union Tel. Co.*, 80 Me. 381, 389. The cases show that this test is not limited to any particular branch of the carrier's activities. The carrier enjoys a monopoly, receives valuable privileges from the public and performs important and necessary services for it. On account of this relation, therefore, a greater liability has been imposed, from which, it is submitted, the carrier should not be exempt, in any special branch of his service, and that in selling tickets the highest degree of care should be exacted.

CARRIERS — PERSONAL INJURIES TO PASSENGERS — JUSTIFICATION FOR ASSAULTS AND INSULTS BY SERVANTS. — A passenger on a street car by abusive language provoked an assault from the defendant's motorman. *Held*, that the passenger cannot recover. *Binder* v. *Georgia Ry. & Electric Co.*, 79 S. E. 216.

The peculiar Georgia rule that insult is justification for assault brings into issue the question whether a justification to one of its servants as an individual will excuse a breach of public duty on the part of the company. For discussion see NOTES, p. 171.

CONFLICT OF LAWS — JURISDICTION FOR DIVORCE — EXTRATERRITORIAL VALIDITY OF DIVORCE GRANTED WITHOUT PERSONAL SERVICE. — A deserted wife stayed in South Dakota long enough to establish a separate domicile by the law of that state and obtained there a decree of divorce without personal service on the husband. The defendant, having subsequently married her, was sued by her former husband for criminal conversation. *Held*, the plaintiff had a cause of action. *Berney* v. *Adriance*, 142 N. Y. Supp. 748.

A decree of divorce operates *in rem* on the status of the petitioner. *Atherton* v. *Atherton*, 181 U. S. 155, 21 Sup. Ct. 544; *Ditson* v. *Ditson*, 4 R. I. 87. For this reason the great weight of authority is that personal jurisdiction over the defendant in a divorce action is not necessary. All that is necessary is sufficient notice of the suit. *Felt* v. *Felt*, 59 N. J. Eq. 606, 45 Atl. 105; *Ditson* v. *Ditson*, *supra*. New York, however, now with the backing of the United States Supreme Court, holds that it is not required by the "full faith and credit" clause of the Constitution to recognize as valid a decree of divorce rendered in another state than the domicile of matrimony, unless based on personal service. *Winston* v. *Winston*, 165 N. Y. 553, 59 N. E. 273; *Haddock* v. *Haddock*, 201 U. S. 562, 26 Sup. Ct. 525. The South Dakota decree in the principal case being invalid from the point of view of New York, it therefore follows that the husband had existing marital rights infringed by the defendant. For a criticism of this theory see 19 HARV. L. REV. 586.

CONFLICT OF LAWS — RECOGNITION OF FOREIGN JUDGMENTS — JUDGMENT AGAINST CO-RESPONDENT BASED ON CONSTRUCTIVE SERVICE. — The plaintiff brought divorce proceedings in India, the *situs* of the marriage, and under a statute joined the defendant as co-respondent. The defendant, an English subject, and domiciled in England, had left India before the suit was brought, the writ being served on him in England by registered post, according to the requirements of the Indian statute. The divorce was granted, and at the same time judgment for a large sum of money was entered against the defendant. The plaintiff brought suit on this judgment in England. *Held*, that he may recover. *Phillips* v. *Batho*, [1913] 3 K. B. 25.

At common law the courts of one jurisdiction will enforce judgments obtained in foreign jurisdictions when the judgment has imposed a valid obligation on the defendant. Except where there has been express or implied consent to the foreign jurisdiction, a judgment does not usually create a valid personal obligation in the absence of personal service within the jurisdiction even though the foreign laws as to constructive service are complied with. *Sirdar Gurdyal Singh* v. *Rajah of Faridkote*, [1894] A. C. 670; *McEwan* v. *Zimmer*, 38 Mich. 765. The obligation, however, is valid in such a case if the defendant was a subject of the foreign sovereign, *Douglas* v. *Forrest*, 4 Bing. 686; or probably if he was domiciled there. *Henderson* v. *Staniford*, 105 Mass. 504; *Hunt* v. *Hunt*, 72 N. Y. 217. Judgment in actions *in rem* may be binding as to the disposition of the *res* without personal service on the defendant when rendered by a court of a sovereign within whose territory the *res* lies. *The Belgenland*, 114 U. S. 355. Judgments for divorce rendered at the *situs* of the marriage